

CONTRACT #10
RFS # 359.62-032
FA # 06-16490

Children's Services

VENDOR:
Vanderbilt University

NON-COMPETITIVE AMENDMENT REQUEST:

APPROVED

RECEIVED

APR 17 2009

FISCAL REVIEW

Commissioner of Finance & Administration

1) RFS #	35962-032	
2) Procuring Agency	Department of Children's Services	
EXISTING CONTRACT INFORMATION		
3) Service Caption	Individual & Group Therapy @ Woodland Hills and New Visions Youth Development Centers	
4) Contractor	Vanderbilt University	
5) Contract #	FA-06-16490	
6) Contract Start Date	July 1, 2006	
7) CURRENT Contract End Date : (if ALL options to extend the contract are exercised)	June 30, 2010	
8) CURRENT Maximum Cost : (if ALL options to extend the contract are exercised)	\$ 1,020,000.00	
PROPOSED AMENDMENT INFORMATION		
9) Amendment #	One	
10) Amendment Effective Date : (attached explanation required if < 60 days after F&A receipt)	June 17, 2009	
11) PROPOSED Contract End Date : (if ALL options to extend the contract are exercised)	June 30, 2010	
12) PROPOSED Maximum Cost : (if ALL options to extend the contract are exercised)	\$1,412,000.00	
13) Approval Criteria : (select one)	<input checked="" type="checkbox"/> use of Non-Competitive Negotiation is in the best interest of the state <input type="checkbox"/> only one uniquely qualified service provider able to provide the service	
14) Description of the Proposed Amendment Effects & Any Additional Service		
Amendment One revises the student population language (A.1). and adds a total of \$392,000.00 to the maximum liability (C.1.) of this contract for FY 2010. \$136,000.00 for 359.64 (New Visions) and \$256,000.00 for 359.62 (Woodland Hills).		
15) Explanation of Need for the Proposed Amendment		
This contract was awarded during a time of transition for the youth development center facilities (YDC's) located in Nashville. At the time, DCS planned to establish a new YDC solely for females on the grounds of the then existent YDC, Woodland Hills (WHYDC). Previously, WHYDC had served a mixed population of male and female students. The addition of the New Visions YDC facility on the Nashville campus resulted in a doubling of the States ability to serve female students in need of YDC services. Consequently, the number of female students needing treatment services has significantly increased during the contracts term. At the same time there has been a relatively nominal increase in the male population at WHYDC that parallels that facilities original female bed capacity. When the initial contract was awarded it was unclear		

exactly how many female students would eventually be residing in and needing the services provided through this contract. The treatment needs of the increased student population have consistently exceeded the initial projected maximum liability with the first reallocation occurring seven months after the contract start date. Multiple reallocations have been executed since the start date of this contract. However, such reallocations are no longer possible and the continuation of these treatment services requires an amendment to increase the maximum liability.

16) Name & Address of Contractor's Current Principal Owner(s) : (not required for a TN state education institution)

Thomas Catron
Vanderbilt University Dept of Psychiatry
500 21st Avenue South
Ste 2200
Nashville, TN 37212

17) Office for Information Resources Endorsement : (required for information technology service; n/a to THDA)

Documentation is ... ☒ Not Applicable to this Request ☐ Attached to this Request

18) eHealth Initiative Endorsement : (required for health-related professional, pharmaceutical, laboratory, or imaging service)

Documentation is ... ☒ Not Applicable to this Request ☒ Attached to this Request

19) Department of Human Resources Endorsement : (required for state employees training service)

Documentation is ... ☒ Not Applicable to this Request ☐ Attached to this Request

20) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives

DCS has not attempted to identify other procurement alternatives. This contract was awarded after a competitive procurement process.

21) Justification for the Proposed Non-Competitive Amendment

This amendment will provide increased funding that will ensure the provision of treatment services for the student population in the Nashville youth development centers.

AGENCY HEAD SIGNATURE & DATE

(must be signed & dated by the ACTUAL procuring agency head as detailed on the Signature Certification on file with OCR— signature by an authorized signatory will be accepted only in documented exigent circumstances)

Viola P. Miller, Commissioner

Viola P. Miller

Date

04/17/09

Supplemental Documentation Required for Fiscal Review Committee

I.

*Contact Name:	Steven Barlar	*Contact Phone:	532-2457	
*Contract Number:	FA-06-16490	*RFS Number:	359.62-032	
*Original Contract Begin Date:	July 1, 2006	*Current End Date:	June 30, 2010	
Current Request Amendment Number: <i>(if applicable)</i>		ONE	APR 17 2009	
Proposed Amendment Effective Date: <i>(if applicable)</i>		July 1, 2009	FISCAL REVIEW	
*Department Submitting:		Department of Children's Services		
*Division:		Fiscal Services		
*Date Submitted:		April 17, 2009		
*Submitted Within Sixty (60) days:		Yes		
<i>If not, explain:</i>				
*Contract Vendor Name:		Vanderbilt University		
*Current Maximum Liability:		\$1,020,000.00		
*Current Contract Allocation by Fiscal Year: <i>(as Shown on Most Current Fully Executed Contract Summary Sheet)</i>				
FY:2006	FY:2007	FY:2008	FY:2009	FY2010
\$204,000.00	\$224,000.00	\$274,000.00	\$318,000.00	\$00.00
*Current Total Expenditures by Fiscal Year of Contract: <i>(attach backup documentation from STARS or FDAS report)</i>				
FY:2006	FY:2007	FY:2008	FY 2009	FY 2010
\$181,859	\$207,676	\$278,409	\$223,161	\$
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:		Not Applicable		
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:		Not Applicable		
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:		Populations have been larger and required treatment (especially for girls) has been more complex than was anticipated when the contract was prepared. Reallocations from future years of the contract have been utilized. Funding has also been provided by underspending other line item object codes and is being offset by savings in other contracts.		
*Contract Funding	State:	\$1,020,000.00	Federal:	N/A

Supplemental Documentation Required for Fiscal Review Committee

Source/Amount:			
Interdepartmental:	N/A	Other:	N/A
If "other" please define:			
Dates of All Previous Amendments or Revisions: (if applicable)		Brief Description of Actions in Previous Amendments or Revisions: (if applicable)	
January, 10, 2007		Reallocated \$40,000.00 from 359.62 to 359.64 in FY 2007	
June 8, 2007		Reallocated 20,000.00 from 3359,62 in FY 2010 to 359.64 in FY 2007	
March 18, 2008		Reallocated \$70,000.00 from 359.62 in FY 2010 to 359.64 in FY 2008	
January 27, 2009		Reallocated \$60,000.00 from 359.62 & \$20,000.00 from 359.64 in FY 2010 to 359.64 in FY 2009	
April 15, 2009		Reallocated: a) \$19,000.00 from 359.62 in FY 2010 to 359.62 in FY 20009 and; b) \$15,000.00 from 359.64 in FY 2010 to 359.64 in FY 20009	
Method of Original Award: (if applicable)		Alternative Competitive Method	

(** DCS will be providing information for Section II shortly after the submission of the information (and other related materials) in Section I.)

II. ADDITIONAL REQUIRED INFORMATION:

ATTACH Section II information to the Supplemental Documentation Form

In addition to the Supplemental Form the following information is required.

Please provide the following information to the Fiscal Review Committee staff as soon as possible but not later than one week before the Committee's meeting at which your contract is scheduled to be heard. You will be notified of the meeting schedule.

- a) A detailed breakdown of the actual expenditures anticipated in each year of the contract, including specific line items, the source of funds (federal, state, or other--if other, please specify source), and the disposition of any excess funds.
- b) A detailed breakdown in dollars of any savings that the department anticipates will result from this contract, including but not limited to, reduction in positions, reduced equipment costs, travel, or any other item related to the contract.
- c) A detailed analysis in dollars of the cost of obtaining this service through the proposed contract as compared to other options.

REFDOC	DESCRIPTIO	AMOUNT	PDATE	WARRANT
FA0616490	NAVYDC 359.64 305-533-2029	9,303.33	080829	R768314
FA0616490	WHYDC 359 62 VANDERBILT	21,404.58	081013	R822554
FA0616490	NAVYDC 359.64 305-533-2029	11,894.59	081020	R831780
FA0616490	NAVYDC 359.64 305-533-2029	9,640.42	081203	R884570
FA0616490	NAVYDC 359.64 305-533-2029	9,125.00	081203	R884570
FA0616490	VANDERBILT SVC	19,954.58	081204	R886092
FA0616490	VANDERBILT SVC	21,273.74	081204	R886092
FA0616490	VANDERBILT SVC	23,377.91	081204	R886092
FA0616490	VANDERBILT	16,728.75	090114	R932977
FA0616490	NAVYDC 359.64 305-533-2029	10,795.00	090204	R952329
FA0616490	NAVYDC 359.64 305-533-2029	9,208.75	090219	R968602
FA0616490	VANDERBILT SERVICES	14,135.83	090224	R973657
FA0616490	NAVYDC 359.64 305-533-2029	9,147.08	090226	R975444
FA0616490	VANBERBILT SVC	17,550.83	090305	R981535
FA0616490	NAVYDC 359.64 305-533-2029	9,515.83	090318	R996167
FA0616490	NAVYDC 359.64 305-533-2029	10,105.00	090408	S015841

223,161.22

REFDOC	DESCRIPTIO	AMOUNT	PDATE	WARRANT
FA0616490	NEW VISIONS YDC IND/GROUP THERAPY	2,421.66	070828	R320277
FA0616490	NEW VISIONS YDC IND/GROUP THERAPY	6,299.17	070828	R320277
FA0616490	WHYDC 359 62 V620476822	15,125.42	070912	R337525
FA0616490	NEW VISIONS YDC GROUP THERAPY	8,358.75	070924	R351704
FA0616490	WHYDC 359 62 620476822	10,900.00	071003	R362838
FA0616490	NEW VISIONS YDC PSYCHOLOGICAL TESTING	3,720.00	071009	R369014
FA0616490	WHYDC 359 62 V620476822	16,407.92	071015	R378905
FA0616490	NEW VISIONS_IND THERAPY GROUP	10,671.25	071030	R395773
FA0616490	WHYDC VANDERBILT	14,442.92	071128	R429582
FA0616490	WHYDC VANDERBILT	3,440.00	071206	R439132
FA0616490	WHYDC VANDERBILT	17,410.42	071206	R439132
FA0616490	WHYDC VANDERBILT	18,762.50	080110	R479048
FA0616490	WHYDC VANDERBILT	3,350.00	080110	R479048
FA0616490	NEW VISIOSN YDC GROUP THERAPY	7,707.50	080111	R484845
FA0616490	WHYDC VANDERBILT	2,820.00	080225	R535816
FA0616490	WHYDC VANDERBILT	14,943.75	080225	R535816
FA0616490	WHYDC VANDERBILT	4,262.50	080313	R561202
FA0616490	WHYDC VANDERBILT	21,962.92	080313	R561202
FA0616490	NVYDC 359.64	9,823.33	080408	R589113
FA0616490	NVYDC 359.64	9,805.83	080408	R589113
FA0616490	NVYDC 359.64	8,068.33	080408	R589113
FA0616490	WHYDC 359 62 VANDERBILT	19,540.83	080414	R600945
FA0616490	WHYDC 359 62 VANDERBILT	3,805.00	080414	R600945
FA0616490	NVYDC 359.64	400.00	080422	R618670
FA0616490	NVYDC 359.64	9,030.42	080425	R618670
FA0616490	NVYDC 359.64	1,200.00	080425	R618670
FA0616490	NVYDC 359.64	9,758.75	080425	R614998
FA0616490	WHYDC 359 62 VANDERBILT	5,456.25	080506	R625533
FA0616490	NVYDC 359.64 305-533-2029	9,118.33	080605	R663849
FA0616490	NVYDC 359.64 305-533-2029	9,395.42	080627	R694484

278,409.17

REFDOC	DESCRIPTIO	AMOUNT	PDATE	WARRANT
FA0616490	NEW VISIONS YDC 532-5481	6,951.67	060907	Q903325
FA0616490	NEW VISIONS YDC 532-5481	5,446.25	060907	Q903325
FA0616490	NEW VISIONS YDC 615-532-5481	6,122.08	060929	Q930626
FA0616490	WHYDC 359 62 FA0616490-00	5,302.08	061003	Q933249
FA0616490	THERAPY	6,445.00	061031	Q966755
FA0616490	WHYDC 359 62 VANDERBILT	13,770.00	061109	Q977299
FA0616490	NEW VISIONS YDC GROUP/IND THERAPY	8,528.75	061206	R006663
FA0616490	WHYDC 359 62 FA0616490	9,956.67	061212	R012254
FA0616490	WHYDC 359 62 FA0616490	8,848.33	070117	R054188
FA0616490	NEW VISIONS YDC NOVEMBER 2006	6,298.75	070201	R071852
FA0616490	NEW VISIONS YDC DECEMBER 06	6,606.25	070201	R071852
FA0616490	WHYDC 359 62	11,120.83	070212	R081589
FA0616490	WHYDC 359 62	12,917.08	070306	R109118
FA0616490	NEW VISIONS YDC GROUP/IND THERAPY	8,550.42	070306	R109118
FA0616490	WHYDC 359 62 VANDERBILT BILL	13,986.25	070326	R134889
FA0616490	NEW VISIONS YDC GROUP/IND THERAPY	7,082.92	070326	R134889
FA0616490	NEW VISIONS YDC GROUP/IND THERAPY	8,592.08	070430	R177626
FA0616490	WHYDC 359 62	14,032.08	070514	R195899
FA0616490	WHYDC 359 62	13,283.33	070601	R217054
FA0616490	WHYDC 359 62	11,881.67	070619	R239395
FA0616490	NEW VISIONS YDC GROUP/IND THERAPY	5,992.92	070629	R254295
FA0616490	NEW VISIONS YDC GROUP/IND THERAPY	7,569.17	070629	R254295
FA0616490	NEW VISIONS YDC GROUP/IND THERAPY	8,392.08	070720	R280938

207,676.66

REFDOC	DESCRIPTIO	AMOUNT	PDATE	WARRANT
FA0616490	35962 WHYDC #073105	13,837.50	051007	Q527496
FA0616490	35962 WHYDC #083105	15,683.75	051007	Q527496
FA0616490	35962 WHYDC #093005	7,711.67	051024	Q544092
FA0616490	35962 WHYDC #103105	14,157.08	051118	Q573894
FA0616490	35962 WHYDC #113005	12,734.17	051214	Q603504
FA0616490	35962 WHYDC 123105	11,894.17	060117	Q636764
FA0616490	35962 WHYDC #013106	11,715.58	060221	Q678011
FA0616490	35962 WHYDC 022806	13,716.83	060320	Q711346
FA0616490	35962 WHYDC #033106	9,365.83	060424	Q750918
FA0616490	35962 WHYDC 043006	14,467.50	060517	Q780731
FA0616490	WHYDC 35962 053106	10,584.58	060621	Q820588
FA0616490	WHYDC 35962 053106	8,632.50	060621	Q820588
FA0616490	NEW VISIONS YDC 615-532-5481	3,000.42	060221	Q678011
FA0616490	NEW VISIONS YDC 615-532-5481	5,895.42	060322	Q714052
FA0616490	NEW VISIONS YDC 615-532-5481	4,748.33	060505	Q764509
FA0616490	NEW VISIONS YDC 615-532-5481	5,068.75	060522	Q785188
FA0616490	NEW VISIONS YDC 615-532-5481	905.42	051024	Q544092
FA0616490	NEW VISIONS YDC 615-532-5481	2,541.66	051024	Q544092
FA0616490	NEW VISIONS YDC 615-532-5481	1,680.42	051024	Q544092
FA0616490	NEW VISIONS YDC 615-532-5481	848.33	051024	Q544092
FA0616490	NEW VISIONS YDC 615-532-5481	997.92	051024	Q544092
FA0616490	NEW VISIONS YDC 615-532-5481	1,243.33	051024	Q544092
FA0616490	NEW VISIONS YDC 532-5481	3,256.25	051123	Q578721
FA0616490	NEW VISIONS YDC 532-5481	687.92	051123	Q578721
FA0616490	NEW VISIONS YDC 615-532-5481	4,043.75	051215	Q604921
FA0616490	NEW VISIONS YDC 532-5481	2,440.00	060118	Q638092

181,859.08

C O N T R A C T S U M M A R Y S H E E T

021908

RFS #	Contract #
359 . 62 — 032 — 06	FA-06-16490-
State Agency	State Agency Division
Department of Children's Services	Contracts and Grants Administration
Contractor Name	Contractor ID # (FEIN or SSN)
Vanderbilt University	<input type="checkbox"/> C- or <input checked="" type="checkbox"/> V- 620476822-07

Service Description			
Group & Individual Therapy at New Visions and Woodland Hills Youth Development Centers			
Contract Begin Date	Contract End Date	SUBRECIPIENT or VENDOR?	CFDA #
July 1, 2006	June 30, 2010	Vendor	

Mark Each TRUE Statement					
<input checked="" type="checkbox"/> Contractor is on STARS			<input checked="" type="checkbox"/> Contractor's Form W-9 is on file in Accounts		
Allotment Code	Cost Center	Object Code	Fund	Funding Grant Code	Funding Subgrant Code
SUP	550	134	11		
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2006	\$204,000.00				\$204,000.00
2007	\$224,000.00				\$224,000.00
2008	\$274,000.00				\$274,000.00
2009	\$343,000.00				\$343,000.00
2010	\$367,000.00				\$367,000.00
TOTAL:	\$1,412,000.00				\$1,412,000.00

— COMPLETE FOR AMENDMENTS ONLY —			State Agency Fiscal Contact & Telephone #
FY	Base Contract & Prior Amendments	THIS Amendment ONLY	Kathy Jones 741-0581
2006	\$204,000.00	00.00	State Agency Budget Officer Approval
2007	\$224,000.00	00.00	
2008	\$274,000.00	00.00	
2009	\$318,000.00	\$25,000.00	Funding Certification (certification required by T.C.A. § 9-4-5119, that there is a balance in the appropriation from which the obligated expenditure is required to be paid that is not otherwise encumbered to pay obligations previously incurred)
2010	\$00.00	\$367,000.00	
TOTAL:	\$1,020,000.00	\$392,000.00	
End Date:	June 30, 2010	June 30, 2010	

Contractor Ownership (complete for ALL base contracts— N/A to amendments or delegated authorities)					
<input type="checkbox"/> African American	<input type="checkbox"/> Person w/ Disability	<input type="checkbox"/> Hispanic	<input type="checkbox"/> Small Business	<input type="checkbox"/> Government	
<input type="checkbox"/> Asian	<input type="checkbox"/> Female	<input type="checkbox"/> Native American	<input type="checkbox"/> NOT Minority/Disadvantaged	<input checked="" type="checkbox"/> Other	

Contractor Selection Method (complete for ALL base contracts— N/A to amendments or delegated authorities)		
<input type="checkbox"/> RFP	<input type="checkbox"/> Competitive Negotiation *	<input type="checkbox"/> Alternative Competitive Method *
<input type="checkbox"/> Non-Competitive Negotiation *	<input type="checkbox"/> Negotiation w/ Government (ID, GG, GU)	<input checked="" type="checkbox"/> Other *

* **Procurement Process Summary** (complete for selection by Non-Competitive Negotiation, Competitive Negotiation, OR Alternative Method)

NA

**AMENDMENT ONE
TO FA-06-16490
BETWEEN THE STATE OF TENNESSEE
DEPARTMENT OF CHILDREN'S SERVICES
AND
VANDERBILT UNIVERSITY**

This Contract Amendment is made and entered by and between the State of Tennessee, Department of Children's Services, hereinafter referred to as the "State" and Vanderbilt University, hereinafter referred to as the "Contractor." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Contract is hereby amended as follows:

1. The text of Contract Section A.1. is deleted in its entirety and replaced with the following:

- A.1. The Contractor agrees to perform the following gender separate services for female students at New Visions Youth Development Center (YDC) and male student(s) at the Woodland Hills YDC upon request from DCS.

2. The text of Contract Section C.1. is deleted in its entirety and replaced with the following:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed One Million, Four Hundred Twelve Thousand dollars (\$1,412,000.00). The Payment Rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Payment Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Payment Rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

The revisions set forth herein shall be effective June 17, 2009. All other terms and conditions not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

Vanderbilt University:

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

Department of Children's Services:

Viola P. Miller, Commissioner

DATE

APPROVED:

COMMISSIONER OF FINANCE & ADMINISTRATION

DATE

COMPTROLLER OF THE TREASURY

DATE

REVISION REVISION REVISION

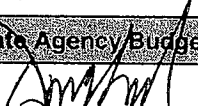
CONTRACT SUMMARY SHEET

021908

RFS #	Contract #
359. 62 — 032 — 06	FA — 06 — 16490
State Agency	State Agency Division
Department of Children's Services	Contracts and Grants Administration
Contractor Name	Contractor ID # (FEIN or SSN)
Vanderbilt University	<input type="checkbox"/> C- or <input checked="" type="checkbox"/> V- 620476822-07

Service Description			
Therapy Services- Group and Individual			
Contract Begin Date	Contract End Date	SUBRECIPIENT or VENDOR?	CFDA #
July 1, 2005	June 30, 2010	Vendor	

Mark Each TRUE Statement					
<input checked="" type="checkbox"/> Contractor is on STARS			<input checked="" type="checkbox"/> Contractor's Form W-9 is on file in Accounts		
Allotment Code	Cost Center	Object Code	Fund	Funding Grant Code	Funding Subgrant Code
Sup	550	134	11		
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2006	204,000.00	0.00	0.00	0.00	204,000.00
2007	224,000.00	0.00	0.00	0.00	224,000.00
2008	274,000.00	0.00	0.00	0.00	274,000.00
2009	318,000.00	0.00	0.00	0.00	318,000.00
2010	00.00	0.00	0.00	0.00	00.00
TOTAL	1,020,000.00	0.00	0.00	0.00	1,020,000.00

— COMPLETE FOR AMENDMENTS ONLY —			State Agency Fiscal Contact & Telephone #
FY	Base Contract & Prior Amendments	THIS Amendment ONLY	Kathy Jones, 7 th Floor Cordell Hull Building, 615-741-0581
			State Agency Budget Officer Approval
			 4/15/09
			Funding Certification (certification required by F.C.A. § 94.5113 that there is a balance in the appropriation from which the obligated expenditure is required to be paid that is not otherwise encumbered to pay obligations previously incurred)
TOTAL			
End Date			Reallocation Only

Contractor Ownership (complete for ALL base contracts— N/A to amendments or delegated authorities)					
<input type="checkbox"/> African American	<input type="checkbox"/> Person w/ Disability	<input type="checkbox"/> Hispanic	<input type="checkbox"/> Small Business	<input type="checkbox"/> Government	
<input type="checkbox"/> Asian	<input type="checkbox"/> Female	<input type="checkbox"/> Native American	<input type="checkbox"/> NOT Minority/Disadvantaged	<input checked="" type="checkbox"/> Other	

Contractor Selection Method (complete for ALL base contracts— N/A to amendments or delegated authorities)			
<input type="checkbox"/> RFP	<input type="checkbox"/> Competitive Negotiation *	<input type="checkbox"/> Alternative Competitive Method *	
<input type="checkbox"/> Non-Competitive Negotiation *	<input type="checkbox"/> Negotiation w/ Government (ID, GG, GU)	<input checked="" type="checkbox"/> Other *	

* Procurement Process Summary (complete for selection by Non-Competitive Negotiation, Competitive Negotiation, OR Alternative Method)
Reallocation Only

CONTRACT SUMMARY SHEET SUPPLEMENT

Contract Number

FA-06-16490

REALLOCATION ONLY

Fiscal Year

2006

[illegible]

CONTRACT SUMMARY SHEET SUPPLEMENT							
Contract Number		FA-06-16490 REALLOCATION ONLY					
Fiscal Year		2009					
Allotment Code	Cost Center	Object Code	Fund	Grant Code	Subgrant Code	CFDA #	Amount
359.62	550	134	11				\$188,000.00
359.64	550	134	11				\$130,000.00
	**NOTE:	Reallocating:					
		1) \$19,000.00	From 359.62	In FY 2010	To 359.62	in FY 2009	
		2) \$15,000.00	From 359.64	In FY 2010	To 359.64	In FY 2009	
TOTAL							\$318,000.00

CONTRACT SUMMARY SHEET SUPPLEMENT

Contract Number		FA-06-16490						REALLOCATION ONLY	
Fiscal Year		2010							
Allotment Code	Cost Center	Object Code	Fund	Grant Code	Subgrant Code	CFDA #	Amount		
359.62	550	134	11				00.00		
359.64	550	134	11				00.00		
	**NOTE:	Reallocating:							
		1) \$19,000.00	From 359.62	In FY 2010	To 359.62	in FY 2009			
		2) \$15,000.00	From 359.64	In FY 2010	To 359.64	In FY 2009			
TOTAL							00.00		

REVISION REVISION REVISION
CONTRACT SUMMARY SHEET

021908

359. 62 — 032 — 06

FA — 06 — 16490

Department of Children's Services

Contracts and Grants Administration

Vanderbilt University

☐ C- or ☒ V- 620476822-07

Therapy Services- Group and Individual

July 1, 2005

June 30, 2010

Vendor

☒ Contractor is on STARS

☒ Contractor's Form W-9 is on file in Accounts

Sup

550

134

11

2006	204,000.00	0.00	0.00	0.00	204,000.00
2007	224,000.00	0.00	0.00	0.00	224,000.00
2008	274,000.00	0.00	0.00	0.00	274,000.00
2009	284,000.00	0.00	0.00	0.00	284,000.00
2010	34,000.00	0.00	0.00	0.00	34,000.00
	1,020,000.00	0.00	0.00	0.00	1,020,000.00

Kathy Jones, 7th Floor Cordell Hull Building, 615-741-0581

Handwritten signature

1/27/09

Reallocation Only

☐ African American ☐ Person w/ Disability ☐ Hispanic ☐ Small Business ☐ Government
☐ Asian ☐ Female ☐ Native American ☐ NOT Minority/Disadvantaged

☐ RFP ☐ Competitive Negotiation * ☐ Alternative Competitive Method *
☐ Non-Competitive Negotiation * ☐ Negotiation w/ Government (ID, GG, GU)

Reallocation Only

FEB 10 2009

FEB - 2

OCR
JAN 29 2009
RECEIVED

CONTRACT SUMMARY SHEET SUPPLEMENT

Contract Number	FA-06-16490	REALLOCATION ONLY
Fiscal Year	2009	

Allocation Code	Cost Center	Object Code	Fund	Grant Code	Budget Code	CFDA #	Amount
359.62	550	134	11				\$169,000.00
359.64	550	134	11				\$115,000.00
	**NOTE:	Reallocating:					
		1) \$60,000.00	From 359.62	In FY 2010	To FY 359.64	in FY 2009	
		2) \$20,000.00	From 359.64	In FY 2010	To 359.64	In FY 2009	
TOTAL							\$284,000.00

REVISION

060706

OCR
MAR 20 2008
RECEIVED

FA-06-16490

REALLOCATION ONLY

2006

[illegible]

REALLOCATION ONLY

\$129,000.00

\$95,000.00

Note:	Reallocating 20,000.00	From 359.62 in FY 2010	To 359.64 in FY 2007
-------	---------------------------	---------------------------	-------------------------

\$224,000.00

C O N T R A C T S U M M A R Y S H E E T S U P P L E M E N T

Contract Number		FA-06-16490						REALLOCATION ONLY	
Fiscal Year		2008							
Alignment Code	Cost Center	Organization	FY Budget	Grant Code	FY Budget	FY Actual	Amount		
359.62	550	134	11				\$169,000.00		
359.64	550	134	11				\$105,000.00		
Reallocated 70,000.00 from 35962 in FY 2010 and added it to 35964 FY 2008									
TOTAL								\$274,000.00	

FA-06-16490

REALLOCATION ONLY

2009

[illegible]

C O N T R A C T S U M M A R Y S H E E T S U P P L E M E N T

Contract Number	FA-06-16490						REALLOCATION ONLY
Fiscal Year	2010						
Allotment Code	Cost Center	Object Code	Fund	Grant Code	Subgrant Code	CFDA #	Amount
359.62	550	134	11				\$79,000.00
359.64	550	134	11				\$35,000.00
Reallocated 70,000.00 from 35962 in FY 2010 and added it to 35964 FY 2008							
TOTAL							\$114,000.00

FA-06-16490

REALLOCATION ONLY

2006

[illegible]

REALLOCATION ONLY

\$129,000.00

\$95,000.00

To 359.64 in
FY 2007

\$224,000.00

FA-06-16490

REALLOCATION ONLY

2008

[illegible]

FA-06-16490

REALLOCATION ONLY

2009

[illegible]

FA-06-16490

REALLOCATION ONLY

2010

[illegible]

REVISION

REVISION

REVISION

CONTRACT SUMMARY SHEET

060706

359.62 — 032 — 06

FA — 06 — 16490

Department of Children's Services

Contracts and Grants Administration

Vanderbilt University

☐ C- or ☒ V-

620476822-07

Therapy Services- Group and Individual

July 1, 2005

June 30, 2010

Vendor

☒ Contractor is on STARS☒ Contractor's Form W-9 is on file in Accounts

Sup

550

134

11

2006	204,000.00	0.00	0.00	0.00	204,000.00
2007	204,000.00	0.00	0.00	0.00	204,000.00
2008	204,000.00	0.00	0.00	0.00	204,000.00
2009	204,000.00	0.00	0.00	0.00	204,000.00
2010	204,000.00	0.00	0.00	0.00	204,000.00
	1,020,000.00	0.00	0.00	0.00	1,020,000.00

Kathy Jones, 7th Floor Cordell Hull Building, 615-741-0581

Reallocation Only (FY 2007 Only)

☐ African American
 ☐ Person w/ Disability
 ☐ Hispanic
 ☐ Small Business
 ☐ NOT minority/disadvantaged

☐ Asian
 ☐ Female
 ☐ Native American
 ☐ OTHER minority/disadvantaged—

☐ RFP
 ☐ Competitive Negotiation
 ☐ Alternative Competitive Method

☐ Non-Competitive Negotiation
 ☐ Negotiation w/ Government (e.g., ID, GG, GU)
 ☐ Other

2006

[illegible]

FA0616490-00

2008

[illegible]

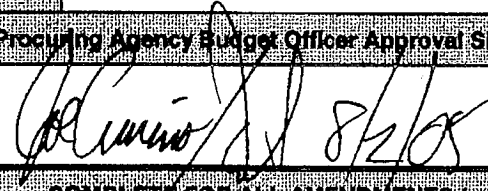
2009

[illegible]

2010

[illegible]

CONTRACT SUMMARY SHEET

RFS Number: 359.62-032		Contract Number: FA-DB-1649D-22	
State Agency: Department of Children's Services		Division: Contracts Administration	
Contractor: Vanderbilt University		Contractor Identification Number: 620476822-07	
		<input checked="" type="checkbox"/> V- <input type="checkbox"/> C-	
Service Description: Therapy Services Group and Individual			
Contract Begin Date: July 1, 2005		Contract End Date: June 30, 2010	
Allocation Code: Sup	Cost Center: 550	Object Code:	Fund: <input type="checkbox"/> on STARS
Grant:	Grant Code:	Subgrant Code:	
FY	State Funds	Federal Funds	Interdepartmental Funds
2006	\$204,000.00		
2007	\$204,000.00		
2008	\$204,000.00		
2009	\$204,000.00		
2010	\$204,000.00		
Total:	1,020,000.00		
CFDA #		Check the box ONLY if the answer is YES:	
State Fiscal Contact		Is the Contractor a SUBRECIPIENT? (per OMB A-133)	
Name: Joe Cimino	7 th Floor Cordell Hull Bldg Nashville, TN 37243	Is the Contractor a VENDOR? (per OMB A-133)	
Address: 7 th Floor Cordell Hull Bldg Nashville, TN 37243	615-741-8304	Is the Fiscal Year Funding STRICTLY LIMITED?	
Phone: 615-741-8304		Is the Contractor on STARS?	
Procuring Agency Budget Officer Approval Signature		Is the Contractor's FORM W-9 ATTACHED?	
		Is the Contractor's Form W-9 Filed with Accounts?	
COMPLETE FOR ALL AMENDMENTS (only)		Funding Certification	
Base Contract & Prior Amendments	This Amendment ONLY	Pursuant to T.C.A., Section 9-6-113, I, M. D. Goetz, Jr., Commissioner of Finance and Administration, do hereby certify that there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred.	
END DATE →			
FY:			
FY:			
FY:			
FY:			
Total:			

RECEIVED
 2005 SEP 21 PM 12:50
 COMPTROLLER'S OFFICE
 OFFICE OF
 MANAGEMENT SERVICES

2006

$\mu = \frac{1}{n} \sum_{i=1}^n x_i$

FACT SUMMARY SHEET SUPPLEMENT

RFS 359.62-032

2008

Line Item	Category	Sub-Category	Unit	Quantity	Unit Price	Amount
35962	550	134	11			\$169,000.00
359.64	550	134	11			\$35,000.00
TOTAL						\$204,000.00

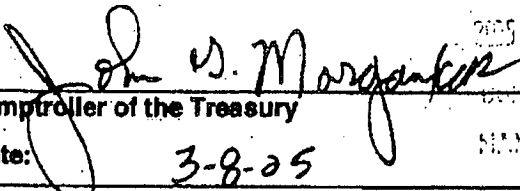
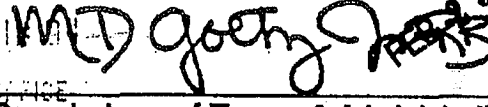
2009

[illegible]

2010

[illegible]

REQUEST: ALTERNATIVE PROCUREMENT METHOD

APPROVED  Comptroller of the Treasury Date: 3-8-05	APPROVED w/ the deletion noted on page 2  Commissioner of Finance & Administration Date: FEB 25 2005
---	--

Note: Comptroller approval is required for an Alternative Competitive process that will result in a contract requiring the approval of the Comptroller.

Each of the request items below indicates specific information that must be individually detailed or addressed as required. A REQUEST CAN NOT BE CONSIDERED IF INFORMATION PROVIDED IS INCOMPLETE, NON-RESPONSIVE, OR DOES NOT CLEARLY ADDRESS EACH OF THE REQUIREMENTS INDIVIDUALLY AS REQUIRED.	
RFS #	359.62-032
STATE AGENCY NAME :	Department of Children's Services
SERVICE CAPTION :	Group and Individual Counseling Services
CONTRACT START DATE : (If date is < 60 days after F&A receipt, attach required explanation)	July 1, 2005
LATEST POSSIBLE END DATE : (including ALL options to extend)	June 30, 2010
TOTAL MAXIMUM COST : (including ALL options to extend)	\$1,020,000.00 (for five year term)
ADDITIONAL REQUIRED REQUEST DETAILS BELOW (address each item immediately following the requirement text)	
(1) description of service to be acquired : Provide gender separate Group and Individual Counseling Services to student residents at Woodland Hills Youth Development Center, (WHYDC) for up to 120 males on the original campus and also 24 female resident students housed in the New Visions facility for females.	
(2) justification for using an Alternative Procurement Method rather than an RFP : The procurement of youth development center Group and Individual Therapy services is not a new or unknown service to this department. Such services in our YDCs are, and have been, a significant component to their array of services and precedes the creation of the DCS in 1996. This service is not temporary in nature, as it is a required service component within the YDC array of services. Consequently, DCS fully understands these services as required within the parameters of this contract. State law specifies the credentials and qualifications of those individuals capable of providing these services, thus defining for the purposes of procurement, individuals that are minimally qualified to perform these services. Unlike the RFP process, DCS does not need the potential bidder(s) to provide a detail of information that would be required to educate DCS about this service technology or the proposers understanding and capabilities to provide the service. It is hoped that the use of the alternative competitive method, in lieu of the time consuming RFP process, will also remove those potential barriers to bidding that an RFP might generate, and will thus encourage more providers to submit bids	
(3) proposed alternative procurement procedures and contractor selection criteria : 1) <u>Identification of Potential Contractors</u> DCS will identify potential Contractors in the immediate and surrounding area(s) of WHYDC. Potential bidders will be identified through the State Service Provider Registry, professional contacts known to WHYDC staff,	

Office of Contracts Review

#127
4/05

phone directory listings and professional associations/organizations, and various internet websites.

Bid Packets will be sent to each interested vendor. Should the number of potential vendors be limited, bid packets will be sent to all vendors on the list. Should the number of potential vendors identified be significant, DCS will send out a letter of inquiry requesting that they declare an interest in receiving a bid packet. Each prospect will be sent a bid packet and invited to bid in an effort to receive the contract award. Bid packets will contain: instructions detailing the submission of bids; a description of the submission requirements; a copy of the Sample Contract, and a Proposers Bid Sheet.

2) Each bidder must also submit:

- ❖ a brief and complete description of their experience in providing these or similar services outlined in the sample contract's scope of services, including copies of certificates and licenses qualifying them to provide these services;
- ❖ a listing of at least three references with whom the bidder has previously contracted to provide comparable services;
- ❖ a copy of the completed bid sheet containing bids for each service item listed.
- ❖ a description detailing how services are to be provided

2.a. Should the bidder also plan to utilize other individuals to provide services, they will need to submit:

- ❖ a brief and complete description of their experience in providing similar services
- ❖ copies of certificates or licenses for each individual identified other than the bidder.

3) Evaluation of Submitted Bidder Packets:

- 3.a. A team of three DCS employees will review the response documentation from each bidder. In order for a bid to be accepted for further evaluation, the DCS evaluators must determine that a bidder's documentation of qualifications indicates that the bidder would be at least minimally acceptable as a contractor for the given service. The DCS evaluator determinations regarding each bidder will be documented in writing for the procurement file.
- 3.b. A procurement coordinator will review the cost proposal (bid sheet) for each bidder found by evaluators to be at least minimally acceptable. The coordinator will determine if the cost proposal complies with bid packet instructions without qualification and will document in writing any finding to the contrary for the procurement file.
- 3.c. The procurement coordinator will then review all compliant bid sheets. ~~The cost proposal will be evaluated and scored using the same concept as an RFP.~~ The procurement coordinator will then identify the bidder offering the lowest cost to the State and DCS will award the contract (exactly as detailed in the bid packet and drafted in accordance with relevant F & A regulations) *

4) Staff Qualifications for these services are as follows:


Therapists must have a Doctoral or Master's Degree in the appropriate discipline(s); Tennessee Licensed Psychologist-Health Service Providers; Licensed Mental Health Professionals with at least a Master's degree; those who are trained and qualified Master's level Mental Health Professionals receiving ongoing clinical supervision from, at a minimum, a Licensed Mental Health Professional; and students who are matriculated in a Masters level mental health training program and are registered for practicum or internship placement and have appropriate and ongoing clinical supervision from a Tennessee Licensed Mental Health Professional.

5) The successful Contractor must be willing to provide the following services:

- ❖ Group Therapy, i.e., (Psychotherapy & Substance Abuse Counseling.)
- ❖ Individual Therapy, i.e., (Psychotherapy & Substance Abuse Counseling.)
- ❖ Mental Health Case and Program Consultation

* Deleted as a condition of approval. FEB 25 2005 2



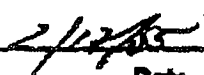
♦ Telephone and On-site Consultation 24 Hour On Call Crisis Intervention ♦ On-site Training for WHYDC staff.		
(4) documentation of OIR endorsement of the Non-Competitive procurement request : (required only if the subject service involves information technology)		
select one:	<input checked="" type="checkbox"/> Documentation Not Applicable to this Request	<input type="checkbox"/> Documentation Attached to this Request
(5) documentation of Department of Personnel endorsement of the Non-Competitive procurement request : (required only if the subject service involves training for state employees)		
select one:	<input type="checkbox"/> Documentation Not Applicable to this Request	<input checked="" type="checkbox"/> Documentation Attached to this Request

AGENCY HEAD REQUEST SIGNATURE: (signed by the procuring agency head or authorized signatory)		
	SIGNATURE DATE:	2-23-05



STATE OF TENNESSEE

FAX TRANSMITTAL

TO:	Lynn Goodman, Director of Employee Development & EEO	FAX # 532-0728
FROM:	Steven Barlar, Program Director, DCS Contracts Review	FAX # 244-8980
DATE:	DATE: February 15, 2005	
RFS#	359.82-032	
RE:	DOP Procurement Endorsement Documentation for — Group and Individual Treatment at Woodland Hills Youth Development Center	
NUMBER OF FAX PAGES (INCLUDING COVER): (4)		
<p>The proposed, service procurement documents referenced above are hereby forwarded to the Department of Personnel (DOP) for review. The subject scope of services appears to include state employee training (not pursuant to an information technology procurement).</p> <p>This communication seeks to ensure that DOP is aware of the procurement and has an opportunity to review the matter to determine whether DOP is supportive. Please indicate DOP endorsement of the procurement described by signature below and return this communication at your earliest convenience (note the return FAX number above).</p> <p>If you have any questions or concerns about this matter, please call Steven Barlar at 615-532-2457.</p> <p>Thank you for your help.</p> <p>See Attachment</p>		
DOP ENDORSES THE SUBJECT PROCUREMENT REQUEST		
 Department of Personnel		  Date

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF CHILDREN SERVICES
WOODLAND HILLS AND NEW VISIONS
YOUTH DEVELOPMENT CENTERS
AND
VANDERBILT UNIVERSITY**

This Contract, by and between the State of Tennessee, Department of Children's Services (DCS), Woodland Hills and New Visions Youth Development Centers, hereinafter referred to as the "State" and Vanderbilt, hereinafter referred to as the "Contractor," is for the provision of Group and Individual Therapy, as further defined in the "SCOPE OF SERVICES."

The Contractor is a non profit educational institution.

The Contractor's address is:

Department of Psychiatry
1500 21st Avenue South Ste 2200
Nashville, TN 37212

The Contractor's place of incorporation or organization is Tennessee.

A. SCOPE OF SERVICES:

A.1. The Contractor agrees to perform the following gender separate services for up to 24 female New Visions student(s) and 120 male student(s) at the Woodland Hills Youth Development Center upon DCS request.

A.1.a. The contractor further agrees to provide necessary resources to provide the following services within the time restraints as may be required by DCS Policy.

A.2. The Contractor shall provide Group and Individual Therapy Services. Services must be provided by Qualified Mental Health Professionals, with at least a Master's degree, possessing a license issued by the State as required for the following professionals, Psychiatrist, (a physician with expertise in psychiatry) as determined by training, education, or experience; Psychologist with health service provider (HSP) designation; Senior Psychological Examiner; Social Worker who is certified or licensed; Licensed Professional Counselor with Mental Health Service Provider Designation; or: by trained and qualified Master's level Mental Health Professionals who receive ongoing clinical supervision from a Licensed or Certified Qualified Mental Health Professional, or: by students who are matriculated in at least a Masters level mental health training program and are registered for practicum or internship placement and have appropriate and ongoing clinical supervision from a Licensed or Certified Qualified Mental Health Professional.

These services shall be provided for the student(s) at Woodland Hills Youth Development Center at the request of DCS. Such Services shall include:

A.2.a Individual and group therapy, with written reports and recommendations, to include the following areas:

- 1.) Psychotherapy
- 2.) Substance abuse therapy

A.2.b Case Consultation by a licensed therapist

- A.2.c Mental health case consultation and program consultation shall be conducted with the staff at Woodland Hills Youth Development Center.
- A.2.d Crisis intervention-on call 24 hours a day seven days a week service either through phone consultation or site visit. Contractor will be responsible for providing office, cell, pager, or other number where the institution may reach contractor. All supplies will be furnished by the Contractor.
- A.2.e Contractor will agree to provide on site training for staff on an as requested basis.
- A.3. Comply with all applicable policies and procedures as found in the Department of Children's Services Policy and Procedures Manual.
- A.4. The Contractor shall invoice DCS monthly for services provided. Such invoices shall be submitted to DCS not later than thirty (30) days after the end of the month in which service was rendered.

B. CONTRACT TERM:

- B.1. Contract Term. This Contract shall be effective for the period commencing on July 1, 2005 and ending on June 30, 2010. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed one million, twenty thousand dollars (1,020,000.00). The Payment Rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Payment Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Payment Rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- C.2. Compensation Firm. The Payment Rates and the Maximum Liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.
- C.3. Payment Methodology. The Contractor shall be compensated based on the Payment Rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor shall be compensated based upon the following Payment Rates:

Service(s) Payment Rate(s) per hour

Fiscal Years	2006	2007	2008	2009	2010
Individual Therapy (Licensed)	\$50.00	\$50.00	\$55.00	\$55.00	\$55.00
Individual Therapy (Non- Licensed)	\$40.00	\$40.00	\$45.00	\$45.00	\$45.00
Group Therapy (Licensed)	\$80.00	\$80.00	\$85.00	\$85.00	\$85.00
Group Therapy (Non-Licensed)	\$70.00	\$70.00	\$75.00	\$75.00	\$75.00
Staff Training	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00
Case Consultation	\$45.00	\$45.00	\$50.00	\$50.00	\$50.00

The Contractor shall not be compensated for travel time to the primary location of service provision.

The Contractor shall submit monthly, gender separate invoices, (Attachments A & B) for completed work, in form and substance acceptable to the State with all of the necessary supporting documentation, prior to any payment. Such invoices shall, at a minimum, include the name of each individual, the individual's job title, the number of hours worked during the period, the applicable Payment Rate, the total compensation requested for the individual, and the total amount due the Contractor for the period invoiced.

- C.3.a If the Contractor fails to comply with the provision of Section A.4. of the Scope of Services, the Contractor shall forfeit payment for those services.
- C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.
- C.5. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.
- C.6. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this contract, not to constitute proper remuneration for compensable services.
- C.7. Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Contractor.
- C.8. Automatic Deposits. The Contractor shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Contractor by the State. Once this form has been completed and submitted to the State by the Contractor all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Contractor shall not invoice the State for services until the Contractor has completed this form and submitted it to the State.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Contract pertaining to "Conflicts of Interest" and "Nondiscrimination" (sections D.6. and D.7.). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Records. The Contractor shall maintain documentation for all charges against the State under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

- D.9. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.10. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.11. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.12. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.
- D.13. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.14. Force Majeure. The obligations of the parties to this contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.
- D.15. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.16. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under **Tennessee Code Annotated**, Sections 9-8-101 through 9-8-407.
- D.17. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.18. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.19. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

The State:

David Mark McFarlin
Woodland Hills Youth Development Center
3965 Stewarts Lane
Telephone (615) 532-2003
Facsimile (615) 532-8402

The Contractor:

Thomas Catron
1500 21st Avenue South
Ste 2200
Nashville, TN 37212
Telephone: 615-322-2028
Facisimile: 615-322-1578

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the telefax machine at the receiving location and receipt is verbally confirmed by the sender if prior to 4:30 p.m. CST. Any communication by facsimile transmission shall also be sent by United States mail on the same date of the facsimile transmission.

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. Breach. A party shall be deemed to have breached the Contract if any of the following occurs:
- failure to perform in accordance with any term or provision of the Contract;
 - partial performance of any term or provision of the Contract;
 - any act prohibited or restricted by the Contract, or
 - violation of any warranty.

For purposes of this contract, these items shall hereinafter be referred to as a "Breach."

- a. Contractor Breach— The State shall notify Contractor in writing of a Breach.

- (1) In event of a Breach by Contractor, the state shall have available the remedy of Actual Damages and any other remedy available at law or equity.
- (2) Liquidated Damages— In the event of a Breach, the State may assess Liquidated Damages. The parties agree that due to the complicated nature of the Contractor's obligations under this contract it would be difficult to specifically designate a monetary amount for a Breach by Contractor as said amounts are likely to be uncertain and not easily proven. Regardless of such uncertainty, Contractor and State agree that the State may withhold as liquidated damages five hundred dollars (\$500.00) per child affected by the breach until the Contractor cures the breach, the State exercises its option to declare a partial default, or the State terminates the Contract. Such amount represents the costs and efforts necessary to procure an alternate vendor(s) to provide the defaulted service; re-staff individual cases, provide or perform the contract requirements; and/or facilitate contract compliance by the Contractor. Contractor hereby represents and covenants it has carefully reviewed the Liquidated Damages contained above and agree that said amounts represent a reasonable relationship between the amount and what might reasonably be expected in the event of Breach, and are a reasonable estimate of the damages that would occur from a Breach. It is hereby agreed between the parties that the Liquidated Damages represent solely the damages and injuries sustained by the State in losing the benefit of the bargain with Contractor and do not include any injury or damage sustained by a third party. The Contractor agrees that the liquidated damage amount is in addition to any amounts Contractor may owe the State pursuant to the indemnity provision or other section of this Contract.

The State may continue to withhold the Liquidated Damages or a portion thereof until the Contractor cures the Breach, the State exercises its option to declare a Partial Default, or the State terminates the Contract. The State is not obligated to assess Liquidated Damages before availing itself of any other remedy. The State may choose to discontinue Liquidated Damages and avail itself of any other remedy available under this Contract or at law or equity; provided, however, Contractor shall receive a credit for said Liquidated Damages previously withheld except in the event of a Partial Default.

- (3) Partial Default— In the event of a Breach, the State may declare a Partial Default. In which case, the State shall provide the Contractor written notice of: (1) the date, which Contractor shall terminate providing the service associated with the Breach; and (2) the date the State will begin to provide the service associated with the Breach. Notwithstanding the foregoing, the State may revise the time periods contained in the notice written to the Contractor.

In the event the State declares a Partial Default, the State may withhold, together with any other damages associated with the Breach, from the amounts due the Contractor the greater of: (1) amounts which would be paid the Contractor to provide the defaulted service; or (2) the cost to the State of providing the defaulted service, whether said service is provided by the State or a third party. To determine the amount the Contractor is being paid for any particular service, the Department shall be entitled to receive within five (5) days any requested material from Contractor. The State shall make the final and binding determination of said amount.

The State may assess Liquidated Damages against the Contractor for any failure to perform which ultimately results in a Partial Default with said Liquidated Damages to cease when said Partial Default is effective. Upon Partial Default, the Contractor shall have no right to recover from the State any actual, general,

special, incidental, consequential, or any other damages whatsoever of any description or amount. Contractor agrees to cooperate fully with the State in the event a Partial Default is taken

- (4) **Contract Termination**— In the event of a Breach, the State may terminate the Contract immediately or in stages. The Contractor shall be notified of the termination in writing by the State. Said notice shall hereinafter be referred to as Termination Notice. The Termination Notice may specify either that the termination is to be effective immediately, on a date certain in the future, or that the Contractor shall cease operations under this Contract in stages. In the event of a termination, the State may withhold any amounts which may be due Contractor without waiver of any other remedy or damages available to the State at law or at equity. The Contractor shall be liable to the State for any and all damages incurred by the State and any and all expenses incurred by the State which exceed the amount the State would have paid Contractor under this Contract. Contractor agrees to cooperate with the State in the event of a Contract Termination or Partial Takeover.

- b. **State Breach**— In the event of a Breach of contract by the State, the Contractor shall notify the State in writing within 30 days of any Breach of contract by the State. Said notice shall contain a description of the Breach. Failure by the Contractor to provide said written notice shall operate as an absolute waiver by the Contractor of the State's Breach. In no event shall any Breach on the part of the State excuse the Contractor from full performance under this Contract. In the event of Breach by the State, the Contractor may avail itself of any remedy at law in the forum with appropriate jurisdiction; provided, however, failure by the Contractor to give the State written notice and opportunity to cure as described herein operates as a waiver of the State's Breach. Failure by the Contractor to file a claim before the appropriate forum in Tennessee with jurisdiction to hear such claim within one (1) year of the written notice of Breach shall operate as a waiver of said claim in its entirety. It is agreed by the parties this provision establishes a contractual period of limitations for any claim brought by the Contractor.

- E.5. **Partial Takeover.** The State may, at its convenience and without cause, exercise a partial takeover of any service which the Contractor is obligated to perform under this Contract, including but not limited to any service which is the subject of a subcontract between Contractor and a third party, although the Contractor is not in Breach (hereinafter referred to as "Partial Takeover"). Said Partial Takeover shall not be deemed a Breach of Contract by the State. Contractor shall be given at least 30 days prior written notice of said Partial Takeover with said notice to specify the area(s) of service the State will assume and the date of said assumption. Any Partial Takeover by the State shall not alter in any way Contractor's other obligations under this Contract. The State may withhold from amounts due the Contractor the amount the Contractor would have been paid to deliver the service as determined by the State. The amounts shall be withheld effective as of the date the State assumes the service. Upon Partial Takeover, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- E.6. **State Furnished Property.** The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Contractor's temporary use under this Contract. Upon termination of this Contract, all property furnished shall be returned to the State in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the residual value of the property at the time of loss.

E.7. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:

No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.

- E.8. Public Funding Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Contractor relative to this Contract shall include the statement, "This project is funded under an agreement with the State of Tennessee." Any such notices by the Contractor shall be approved by the State.
- E.9. Prohibited Advertising. The Contractor shall not refer to this Contract or the Contractor's relationship with the State hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed.
- E.10. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit Contractor to disclose any information that is confidential under federal or state law or regulations, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

- E.11. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations.
- Contractor warrants to the State that it is familiar with the requirements of HIPAA and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this contract.
 - Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by HIPAA and its regulations, in the course of performance of the contract so that both parties will be in compliance with HIPAA.
 - The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by HIPAA and that are reasonably necessary to keep the State and Contractor in compliance with HIPAA. This provision shall not apply if information received by the State under this contract is NOT "protected health information" as defined by HIPAA, or if HIPAA permits the State to receive such information without entering into a business associate agreement or signing another such document.
- E.12. Public Accountability. If this Contract involves the provision of services to citizens by the Contractor on behalf of the State, the Contractor agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Contractor agrees to display a sign stating:
- "NOTICE: This Contractor is a recipient of taxpayer funding. if you observe an employee engaging in any activity which you consider to be illegal or improper, please call the State Comptroller's toll free hotline: 1-800-232-5454"
- Said sign shall be displayed in a prominent place, located near the passageway(s) through which the public passes to receive State funded services.
- E.13. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the Contractor shall prohibit smoking of tobacco products within any indoor premises in which services are provided pursuant to this Contract to individuals under the age of eighteen (18) years. The Contractor shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Contract.
- E.14. Date/Time Hold Harmless. As required by **Tennessee Code Annotated**, Section 12-4-118, the contractor shall hold harmless and indemnify the State of Tennessee; its officers and employees; and any agency or political subdivision of the State for any breach of contract caused directly or indirectly by the failure of computer software or any device containing a computer processor to accurately or properly recognize, calculate, display, sort or otherwise process dates or times.
- E.15. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in **Tennessee Code Annotated**, Section 8-36-801, et. seq., the law governing the Tennessee Consolidated Retirement System, provides that if a retired member returns to State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor may be required

to repay to the Tennessee Consolidated Retirement System the amount of retirement benefits the Contractor received from the Retirement System during the period of this Contract.

E.16. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it and its principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency;
- b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining attempting to obtain, or performing a public (Federal, State, or Local) transaction or grant under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Contract had one or more public transactions (Federal, State, or Local) terminated for cause or default.

IN WITNESS WHEREOF:

Vanderbilt University:



Jeff Kaplan, Vice Chancellor, Health Affairs7-29-05
Date

Department of Children's Services:



Viola P. Miller, Commissioner8-02-05
Date

APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION:


M. D. Goetz, Jr., Commissioner7/1/05
9/20/05
Date

DEPARTMENT OF PERSONNEL:


Randy C. Camp, Commissioner

Date

COMPTROLLER OF THE TREASURY:


John G. Morgan, Comptroller of the Treasury9/28/05
Date

Attachment A

WOODLAND HILLS YOUTH DEVELOPMENT CENTER
359.62
(MALE SERVICES)



STATE OF TENNESSEE
DEPARTMENT OF CHILDREN'S SERVICES
Cordell Hull Building, 8th Floor
438 Sixth Avenue North
Nashville, Tennessee 37243-1290

FEE-FOR-SERVICE INVOICE

Contractor Name:	Contract Number:
Remittance Address:	Contractor Tax ID or SSN:
City, State, Zip Code:	Phone Number:
Program Type:	Cell Phone:
Contract Period:	Fax Number:
	E-mail Address:

[illegible]

AUTHORIZATION:

CONTRACTOR SIGNATURE:

() _____
DATE PHONE #

() _____
DATE PHONE #

DCS SIGNATURE AUTHORIZATION

CONTRACTOR SIGNATURE DATE
PHONE #

CSA SIGNATURE AUTHORIZATION DATE PHONE PRINT NAME OF SIGNEE

I hereby certify, to the best of my knowledge, the accuracy of the information provided in this invoice, that the amounts billed have not been previously requested and are in accordance with the contract terms and conditions.

DCS FISCAL USE ONLY		TC	MOD
	ALLOT	PD	
	CC	OBJ	AGOBJ
	DV NO	REF	FTY
	DUE	DESC	

Attachment B

NEW VISIONS @ WOODLAND HILLS YOUTH DEVELOPMENT CENTER
359.64
(FEMALE SERVICES)



FEE-FOR-SERVICE INVOICE

CONTRACTOR INVOICE NUMBER _____

Contractor Name:

Contractor Name:
Fermitance Address:

City, State, Zip Code:

Program Type:

Contract Period:

Contract Number:

Contractor Tax ID or SSN:

Phone Number:

Cell Phone:

Fax Number:

E-mail Address:

[illegible]

AUTHORIZATION:

DCS SIGNATURE AUTHORIZATION

() _____
DATE PHONE 付

CONTRACTOR SIGNATURE:

CONTRACTOR SIGNATURE

PHONE # _____
() _____

CSA SIGNATURE AUTHORIZATION

() **PHONE #**

PRINT NAME OF SIGNED

I hereby certify, to the best of my knowledge, the accuracy of the information provided in this invoice, that the amounts billed have not been previously requested and are in accordance with the contract terms and conditions.

DCS FISCAL USE ONLY		TC	MOD
	ALIOT		FD
	CC		OBJ
	DV NO		AGOBJ
	DUE		REF
			DESC
			FFY